

## **TIMBER SALE CONTRACT**

Property Ownership: Vilas County Tract \_\_\_\_\_ Sale \_\_\_\_\_

This contract is made by and between the Vilas County Forestry, Recreation, & Land Committee of Vilas County, Wisconsin, hereinafter called the Committee, and \_\_\_\_\_ of \_\_\_\_\_, hereafter called the Purchaser.

The Purchaser agrees to provide, prior to signing contract and for the duration of this contract, documentation that at least one person on site engaged in the performance of this contract complies with the training standard as adopted by the Wisconsin SFI® Implementation Committee. Criteria for the Standard can be obtained by contacting the Forest Industry Safety & Training Alliance (FISTA). The Committee recognizes and accepts documentation under the Michigan training standard.

The area encompassed by this timber sale is certified to the standards of the Sustainable Forestry Initiative® NSF-SFI-FM-1Y943 SFI 100% and the Forest Stewardship Council® SCS-FM/COC-00083G FSC 100%. Forest products from this sale may be delivered to the mills SFI 100% or FSC 100% as long as the contractor hauling the forest products is chain-of-custody (COC) certified or covered under a COC certificate from the destination mill. The purchaser is responsible for maintaining COC after leaving the sale area.

The Committee hereby authorizes the Purchaser to cut and remove all timber marked or designated by the Committee's appointed representative and to chemically treat for diseases when specified under terms of this contract on the following described lands, hereafter called the premises:

The Committee and the Purchaser mutually agree that this contract is subject to the following conditions:

### **CONTRACT DURATION AND TERMINATION**

1. Cutting of timber (which includes felling, bucking, skidding, loading, hauling, and chemically treating for diseases) on the premises may start after the Committee and Purchaser have signed this contract and will continue with reasonable diligence so that the logging operation will be completed no later than \_\_\_\_\_. Within 24 hours of initiation of activity or when activity ceases for more than five consecutive days and prior to contract completion, Purchaser will contact the Vilas County Forestry Department. The Purchaser must give a minimum of 7 days notice prior to initiation of activity that affects a snowmobile trail during the period of December 1 through March 31. A forfeiture of 5% of the performance bond will result when the Purchaser fails to give proper notice of initiating or ceasing activity on the contract.
2. An extension of time may be granted by the Committee, with an appropriate adjustment in stumpage rates, at the request of the Purchaser. The adjustment in stumpage rates is determined by the following rate increase schedule. No extensions will be given beyond 4 years.

One-year contracts: 5% 1st extension  
10% 2nd extension  
15% 3rd extension

Two-year contracts: 10% 1st extension  
15% 2nd extension

Three-year contracts: 15% 1st extension

Four-year contracts: No extension

An extension of time with no stumpage increase will be considered by the Committee when the Purchaser submits proof that the completion of this Contract is constrained due to the Purchaser's commitment to harvest elsewhere under salvage conditions.

3. The Committee, or its representative, shall give the Purchaser verbal and/or written notice in the event of a breach of any condition of the contract. All operations shall cease immediately upon receipt of such notice by the Purchaser, and continued occupancy shall be a trespass. Operation may not be resumed without written authorization from the Committee.

The decision of the Committee, acting on the advice of its agent and the Department of Natural Resources liaison forester as to whether Purchaser is in compliance with the terms of this contract, shall be final.

The Forestry, Recreation, & Land Committee reserves the right to delay or terminate work under this contract if it is so determined to be in the best interest of Vilas County.

#### **PERFORMANCE BOND AND PAYMENT**

4. Purchaser is required to furnish a performance deposit for \$\_\_\_\_\_ to insure proper performance of the conditions of this contract. The performance deposit may be in the form of check, cash, Letter of Credit, or Performance Bond. Letters of Credit or Performance Bond shall have their termination date to be 90 days beyond the termination date of the contract. Upon written notification from the Committee or its representative that the Purchaser has failed to comply with one or more conditions of this contract, the performance deposit or any portion thereof may be forfeited to Vilas County. The performance deposit shall be held until the Committee or its representative has determined all conditions of this contract have been satisfactorily completed. In the event the Purchaser fails to execute any duties under this contract, the performance deposit shall be forfeited for liquidated damages.
5. Title to any forest products cut under this contract shall remain with the County until stumpage payment is received by the Vilas County Forestry Department.

6. Any access across private lands or other lands not owned by Vilas County is the responsibility of the Purchaser.

### **PAYMENTS, SCALE METHOD, AND HAULING**

7. Payment instructions: All stumpage payments will be cash, Certified Check, or money order unless other arrangements are approved in writing by the Committee. Submission of payments for more than one sale must be by separate Certified Check or money order.
8. The Purchaser is required to use the Haul Permit System unless otherwise indicated in writing by the Committee or its representative. The Committee and/or its representative reserves the right to determine the method of scale or change the method to woods scale if the Purchaser fails to abide by any procedure of this Haul Permit System.
9. Haul Permit System. The Purchaser shall keep a written record of each load removed and its destination by use of Haul Permits (tickets). The Purchaser shall provide names and addresses of the Mills to the Vilas County Forestry Department prior to cutting and delivery of wood products. The Purchaser shall provide Mills with Vilas County Forestry Department's name and address (on Haul Permit) for each load and request Mills to provide copies of the mill scale slips to the Vilas County Forestry Department within 15 days of receipt of the wood products. Failure to keep a record of any load and its destination shall be a violation of this Contract and considered theft.
  - a. Use of Haul Permits (tickets) is limited to the hauling of pulpwood, bolts, co-mingled pine products, and wood chips, including bark, leaves, etc. A County or State Forester shall scale all Firewood, Sawlogs, and Poles on the landing.
  - b. Haul Permits (tickets) are to be purchased in books of 10; exception at completion of contract. The value of the tickets will be based on a \_\_\_\_\_ ton load size, using a weighted average \$\_\_\_\_\_ / ton, based on sold value divided by estimated tons.
  - c. The Purchaser shall use Haul Permits (tickets) in sequence and shall use all the Haul Permits (tickets) in a book before starting another book. Haul Permits (tickets) may only be used on the contract for which they were purchased.
  - d. Before each load of wood products leaves the sale area, a Haul Permit (ticket) must be completely filled out. The original is to be completely deposited in the ticket (lock) box. Hung tickets will be considered the same as not depositing tickets. A Haul Permit (ticket) will be considered hung if the ticket is deposited into the ticket box, yet is retractable. Failure to deposit Haul Permits (tickets) in the ticket (lock) box before each load of cut wood products leaves the sale area will be considered a violation of Vilas County Code of Ordinances, Chapter 16.06(2)(c), or § 943.20, Wis. Stats and will result in the Purchaser being charged two (2) times the mill delivered value.
  - e. The second copy (green copy) of the Haul Permit (ticket) is to accompany the load to the

mill, and is to be attached to the mill scale slip and returned to the Vilas County Forestry Department. When delivering wood products to buyers not providing a mill scale slip, the Purchaser shall provide the name, address, phone number, and signature of the buyer. The Purchaser shall submit this information to the Vilas County Forestry Department attached to copy #2(green copy) of the Haul Permit (ticket), and include the information normally found on mill scale slips. Incomplete scale slips will result in the Purchaser being charged two (2) times the stumpage rate for that load.

- f. The County has the right to stop the truck to inspect the Haul Permit (ticket) and the load.
- g. The Purchaser is responsible for ensuring Vilas County Forestry Department receives all mill scale slips within 15 days from the day the last ticket in each book was used. The Haul Permit (copy #2 – green copy) must be attached to the mill scale slip. Failure to return all mill scales by this deadline will result in no wood being removed from the sale area. After the Haul Permits (tickets) from each book have been reconciled, the Purchaser will be sent a statement of account for which the Purchaser will have seven (7) days to pay the remaining balance, if any is due (credit balance will be applied to the purchase of next book of Haul Permits (tickets)).
- h. After completion of the contract, the Purchaser shall have fifteen (15) days to return all mill scale slips to the Vilas County Forestry Department with Haul Permits (copy #2 – green copy) attached. The Haul Permits (tickets) will be reconciled and the Purchaser will be sent a statement of account in which the Purchaser will have seven (7) days to pay any remaining balance. If wood products are not marketed after two (2) weeks, all remaining products will be scaled on the landing and billed to the Purchaser. Conversion of cordwood volume to weight in tons will be pursuant to the 'Cordwood Weight Conversion Factors' in the WDNR Timber Sale Handbook 2461.
- i. The Purchaser will be charged \$10.00 for each Haul Permit (ticket) not used and not returned at the end of the sale.

10. Woods Scale System. All products shall be scaled on the sale area by a County or State Forester and shall be scaled according to their use and specifications. No wood products may be removed from the premises until scaled. The County reserves the right to inspect trucks hauling forest products from the premises and to check a scale at any time.

Under the woods scale system, the following will apply:

- a. Advance stumpage of \$750.00 will be made at the time of the signing of this contract. For contracts with an estimated sale value of less than \$750.00, the Purchaser shall pay the amount of the estimated sale value.
- b. Advance stumpage will be credited toward the first scale.

- c. Stumpage payments must be received within 15 days of scale date or no additional wood products will be scaled, and no wood products may be removed from the sale area.

11. Overdue balances for either scale method will be charged an interest penalty at the rate of 12% per year for each day balances are past due. The penalty will be calculated by this formula: (amount past due) X (.0003287) X (# of days past due).

12. Purchaser agrees to pay the following rates:

Species	Volume	Unit Value	Total Estimated Value

13. The "Harvest Regulations" on the attached Timber Sale Map are made a part of this contract.

#### UTILIZATION

14. Utilization Specifications:

- a. All trees marked or otherwise designated by this contract shall be cut progressively and to the satisfaction of the representative of the Committee whether or not the quantity or quality of such timber is more or less than the estimates comprising the operational specifications.
- b. Cut wood products will be utilized to a minimum specification of a 100-inch stick with a four-inch top diameter inside the bark. Tracts or designated species purchased, as whole tree volume must utilize the whole tree. Any change in utilization as specified in this contract will result in an amendment of stumpage prices.

15. Maximum stump height shall not exceed 10 inches unless specified otherwise in the "Harvest Regulations" of the Timber Sale Map.

16. A penalty of up to double the mill rate as determined by the Vilas County Forestry Department shall be imposed for the volume of marked or designated trees left uncut or undesignated trees cut or damaged and timber not utilized in tops and stumps.

17. Excessive damage to residual timber stands must be avoided. Trees bent or held down by felled trees shall be promptly released. Trees damaged through normal cutting operations may be designated for cutting by the Committee's representative, harvested (if merchantable), and paid for at the rate specified under Condition #8. For species not listed

in Condition #8, the Committee's representative shall appraise the value of the timber.

Damage to residual timber stands shall be considered excessive if the damage to individual trees on any one acre exceeds 5% of the residual basal area. If damage to residual trees exceeds the standards set forth in this contract, the purchaser shall submit to the Committee or its agent a written mitigation plan. The purchaser will be subject to forfeitures defined under condition #16 of this contract. Additional penalties may be imposed that include closure of this contract and forfeiture of all or a portion of the performance bond.

Excessive damage includes broken tops that render the tree useless as a future crop tree, wounds that discolor wood causing lower wood quality, and bark or limb injuries that provide routes of infection into previously healthy trees. Bark abrasion is one of the most significant types of damage that can occur during harvest operations. When this type of major damage occurs, it greatly reduces the quality and quantity of future wood products by causing stain or decay in the high-value butt log. In fact, damage of this type can result in a 50 percent chance of tree mortality. Basal wounds are more likely to become infected, and decay is usually more extensive than in wounds higher on trees.

Excessive damage to an individual tree is further defined as one or more of the following:

- Broken branches – more than 25% of the crown is destroyed.
- Root damage – more than 25% of the root area is exposed or severed within the drip line of the tree's crown.
- Any bole or tree broken off.
- Any tree tipped more than 10 degrees from its vertical position.
- Bark abrasions on the bole, roots, or limbs that remove an area of the outer bark of the tree that is equal to or greater than 50 square centimeters (or 9 square inches – 3" x 3").

### **SLASH DISPOSAL**

18. Purchaser agrees to comply with the State Slash Law, §26.12(6), Wis. Stats., and to do all in his power to cooperate with fire protection officers to prevent/suppress forest fires. Roadways and trails shall be kept free from brush and waste resulting from operations.
19. Other slash disposal requirements specific to this sale area will be included in the "Harvest Regulations" on the Timber Sale map.

### **ROADS, SNOWMOBILE TRAILS, CAMPS, SURVEY CORNERS, BOUNDARY LINES**

20. Location, construction, and use of logging roads, mill sites, temporary campsites, and landings are subject to advance approval and on-site inspection by the Committee or its designated representative. All such areas or facilities used or constructed by the Purchaser must be operated, maintained, and restored prior to termination of the contract in a manner satisfactory to the Committee or its designated representative. Purchaser shall

repair damage to existing roads. Waste wood, tops, and stumps shall be scattered to reduce the height to less than 2 feet and enhance the visual aesthetics of the area.

21. Logging roads that intersect town, county, or state roads must have the intersections approved by the proper authorities and proof submitted to the Forestry Department prior to construction and cleared of all unsightly debris at the time of construction.
22. There is to be no decking or skidding on any County Forest Road, Town Road, County, or State Highway regardless of permission from any authority. Where possible, decking on Snowmobile Trails during the period of December 1 through March 31 must be avoided.
23. Plowing of snowmobile trails during the period of December 1 through March 31 must be done in such a manner as to leave snow cover on the trail at all times. The trail must be plowed as wide as practical to allow passage between snowmobiles and vehicles, trucks, or equipment. Where plowing to allow passage is not practical, the Purchaser must plow and maintain as many turn offs as practical to provide snowmobilers a safe place to pull off the trail.
24. In the event the Purchaser has an equipment breakdown on a snowmobile trail and is unable to remove the equipment from the trail, the Purchaser must notify the Forestry Department within one hour and place reflective hazard markers on either side of the equipment to alert snowmobilers of the hazard.
25. No residence or dwelling shall be established on the premises.
26. Purchaser shall be responsible for knowledge of the boundaries of the sale area, and shall be liable for all trespass committed by the Purchaser outside of such boundaries.
27. The Purchaser agrees to pay for the cost of repair or replacement of any land survey monuments or accessories that are removed, destroyed, or made inaccessible. In the event that the deposit placed by the Purchaser under Condition 4 is insufficient to cover such costs, §59.74, Wis. Stats., "Perpetuation of Landmarks" may be enforced.
28. Trees painted to mark either legal or sale boundaries shall not be cut. All trees felled across property boundary lines must be pulled back into Vilas County Forest property and the sale area before being limbed and topped. All slash must be pulled away from the boundary line to allow unencumbered access to the property lines for maintenance.

#### **SOIL DISTURBANCE GUIDELINES**

29. The following guidelines define the limits of acceptable soil disturbances, such as rutting and gullies, on Vilas County Forest Lands.

Vilas County Forest Component

Soil disturbances are excessive if:

● Roads, Landings, Skid Trails  
& General Harvest Area

■ Roads, Landings, & Primary  
Skid Trails

○ Secondary Skid Trails &  
General Harvest Area

● A gully or rut is 6" deep or more and is resulting  
in  
channelized flow to a wetland, stream, or lake.

■ In a riparian management zone (RMZ) or  
wetland, a  
gully or rut is 6" deep or more and 100' long or  
more.

■ In an upland area (outside of RMZ) a gully or rut  
is 10" deep or more and 66' long or more.

○ Gully or rut is 6" deep or more and 100' long or  
more.

**Definitions:**

- A gully is an erosion channel cut into the soil along a line of water flow.
- A rut is an elongated depression in a trail or roadway caused by dragging logs, by wheels or by tracks of harvesting machinery. Ruts are often exacerbated by erosion from uncontrolled storm water runoff.
- A primary skid trail is used for three or more passes.
- A secondary skid trail is used for one or two passes.

Note: The depth is to be measured from the original soil surface to the bottom of the depression. If individual lug depressions are visible, the depth will be measured to the lesser of the two depths (the 'top' of the lug).

30. Maintenance Expectations for Soil Disturbances. 'Excessive' means that a soil disturbance has exceeded the threshold for acceptable rutting. An area with an excessive soil disturbance requires additional attention from a County Forester to evaluate the effect of the soil disturbance and to provide recommendations for practices to mitigate the effects of soil disturbance. Classifying a soil disturbance as 'excessive' does not mandate closing of a timber sale or a forest road; however, actions should be taken, as appropriate, to minimize further soil disturbances.

If soil disturbances are below the excessive threshold, then the expectation is that:

- If the soil disturbance occurs during a timber sale, the Purchaser will evaluate the disturbance and determine what actions, if any, are needed to address the disturbance. A County Forester will evaluate all timber sales at the close of contracts to ensure that all soil disturbances are properly addressed.
- If the soil disturbance occurs on a county forest road that is not part of an ongoing timber sale contract, a County Forester will evaluate what actions, if any, are needed to address the disturbance.

If soil disturbances exceed the excessive threshold, then the Expectation is that:



- If the soil disturbance occurs during a timber sale, the Purchaser will contact a County Forester and together they will evaluate the disturbance and determine what actions, if any, are needed to address the disturbance. A County Forester will evaluate all timber sales at the close of contracts to ensure that all soil disturbances are properly addressed.
- If the soil disturbance occurs on a county forest road that is not part of an ongoing timber sale contract, a County Forester will evaluate what actions, if any, are needed to address the disturbance.

### **LIABILITY**

31. The Purchaser agrees to protect, indemnify, and save harmless the County, its representatives, and employees from and against any and all causes of action, claims, demands, suits, liability or expense by reason of loss or damage to any property or bodily injury to any person, including death, as a direct or indirect result of timbering operations or in connection with any action or inaction of the Purchaser, who shall defend the County in any such cause of action or claim. A Certificate of Insurance will be required naming Vilas County as an additional insured. The insurance shall be in an amount no less than \$1,000,000 single limit per occurrence, including coverage of \$1,000,000 for bodily injury, including death, and \$1,000,000 property damage. Insurer shall notify the Vilas County Forestry Department within five days of any change.
32. In addition to costs as specified under Conditions 12 and 13 the Purchaser or his agents may be subject to a forfeiture under Vilas County General Code 16.06, §26.05, Wis. Stats., or subject to prosecution under §943.20, Wis. Stats., for theft for the damage or removal of undesignated timber.

### **INDEPENDENT CONTRACTOR RELATIONSHIP**

33. The Purchaser, prior to any performance under the Contract, shall provide the Committee with a Certificate of Insurance indicating that Worker's Compensation Insurance coverage is provided for all employees regardless of exemptions in §102, Wis. Stats., working under this Contract. Such Certificate shall further include the condition that the Insurer shall notify the Vilas County Forestry Department within five days of any change in its terms or twenty days prior to its termination.
34. The Purchaser is an independent contractor and not an employee or agent of the Committee for any proposes including Worker's Compensation. The Committee agrees that the Purchaser shall have sole control of the method, hours worked, and time and manner of any performance under this Contract other than as specifically provided herein. The Committee reserves the right only to inspect the job site or premises for insuring that the performance is progressing or completion complies with the Contract. The Committee takes no responsibility for supervision or direction of the performance of the Contract to be performed by the Purchaser or the Purchaser's employees or agent. The Committee further agrees that it will exercise no control over the selection and dismissal of the

Purchaser's employees or agents.

35. In connection with the performance of work under the Contract, the Purchaser agrees not to discriminate against an employee or applicant for employment because of age, race, religion, color, sex, handicap, physical condition, or developmental disability as defined in §51.05(5), Wis. Stats., sexual orientation or national origin. This provision shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, lay-off or termination, pay rates or other forms of compensation, and selection for training, including apprenticeship. Except with respect to sexual orientation, the Purchaser further agrees to take affirmative action to ensure equal employment opportunities. The Purchaser agrees to post in a conspicuous place available for employees and applicants for employment, notices to be provided by the Purchaser setting forth the provisions of this nondiscrimination clause.

#### **ASSIGNMENT AND CHANGES**

36. This Contract, together with the specifications in the bid request and referenced parts and attachments, shall constitute the entire agreement and previous communications or agreements pertaining to this Contract are hereby superseded. Any contractual revisions including cost adjustment and time extensions must be made by an amendment to this Contract or other written documentation, signed by both parties at least 30 days prior to the ending date of this Contract.
37. Neither this Contract nor any right or duty in whole or in part by the Purchaser under this Contract may be assigned, delegated, or subcontracted without the written consent of the Committee.

#### **CONTRACTING PARTIES**

38. In this Contract, the Committee and the Purchaser include their respective officers, employees, agents, directors, subcontractor, assignees, partners, representative, successors, heirs, members, and servants.
39. If the Purchaser ceases to exist, in fact or by law, the Committee may immediately terminate this Contract, and, without waiving any remedies available to it, perform the Contract.

#### **SCALING AND CONVERSION FACTORS**

40. All firewood, sawlogs and poles shall be scaled on the sale area by a County or State Forester and shall be scaled according to their use and specifications. No firewood, sawlogs or poles may be removed from the premises until scaled. The County reserves the right to inspect trucks hauling forest products from the premises and to check a scale at any time.

41. A cord is defined as having the following dimensions - 4'x4'x100". Red pine with lengths less than 16 feet and have a small end diameter inside the bark less than 9 inches will be scaled as cordwood. 12.5% will be added to the volume of hand peeled or ring debarked volume and 25% will be added to other machine peeled volumes to compute the equivalent unpeeled volume. Volumes produced by chipping operations will be determined by the Cordwood Weight Conversion Factors in WDNR Timber Sale Handbook 2461.
42. The Scribner Decimal C Log Rule shall be used for scaling logs and poles. Sawlogs will be defined as follows:
- a. **All Hardwood and Softwood Sawlogs** are defined as being at least 8 feet long and having a small end diameter inside the bark of at least 10 inches. All products that are cut in lengths longer than 8 feet will be scaled as sawlogs.
43. Conversion of MBF (thousand board feet) to cords to MBF will be 2.44 cords per MBF for softwoods and 2.20 cords per MBF for hardwoods.
44. If no sawlog price is established, all species cut in lengths longer than 100 inches will be scaled by the board foot and the price per thousand board feet will be negotiated by the Committee's designated representative. Any negotiated price will be subject to Committee approval and will be made part of this Contract by written amendment only.
45. All cordwood and sawlogs must be decked and separated by product and species unless described as mixed products under this Contract.
46. Sawlogs and poles shall be decked placing the small ends facing the same direction. When decks contain logs or poles of more than one length, the log length shall be marked on the small end. Deck height shall not exceed six feet. Poles longer than 20' (twenty feet) must be laid out individually on the ground with the small ends facing the same direction with pole lengths indicated on the small end.

#### **GENERAL CONDITIONS**

47. Federal, State, and Local Regulations Compliance. Purchaser agrees to comply with all applicable federal state and local laws or regulations in connection with the performance of this contract. The Purchaser is responsible to comply with, and assure compliance by all employees or subcontractors with, all Occupational Safety and Health Act (OSHA) requirements for the health and safety of Purchaser's employees, including provisions relating to danger trees. In addition, the Purchaser agrees to notify, and obtain agreement from, the seller if the Purchaser intends to modify performance required under this contract for the purpose of compliance with OSHA requirements.
48. Successful bidders on more than one tract must complete each tract before moving into a new tract. All previous contracts must be completed before new tracts can be started.

Permission to cut in more than one tract at a time is subject to Committee approval.

49. All berms on hunter walking trails removed must be replaced at the edge of sale boundaries when contracts are open. When contracts are completed, berms must be replaced at original locations.
50. No litter shall be deposited on the sale area, or on access route to the area. This includes such material as empty oilcans, broken equipment parts, and lunch containers. A \$10.00 fine will be imposed for each time litter is noted on the sale area.
51. Firewood cutting will not be allowed on active timber sales. Any firewood sold will be paid for at the contract stumpage rates. The Purchaser and his employees may remove up to 10 cords of non-merchantable wood for their personal use with a valid firewood-gathering permit. Non-merchantable wood is defined as any part of a tree not capable of being cut to a 100-inch length with a small end diameter of 4 inches or larger.
52. All petroleum products used by the Purchaser shall be disposed of in an acceptable manner. Any on-site spillage must be reported to the DNR according to §292.11, Wis. Stats., and must be removed and cleaned up by the Purchaser. All costs associated with the cleanup will be the responsibility of the Purchaser.
53. The Purchaser is responsible for adhering to Wisconsin's Best Management Practices for Water Quality. Non-compliance with BMPs for Water Quality will result in cessation of all contract activity and may result in termination of this contract and forfeiture of all or part of the performance deposit. If damages exceed the value of the performance deposit, the Committee reserves the right to seek legal action to assure repair to the affected environment.
54. **Equipment Cleaning:** The Purchaser shall adhere to the following requirements with regard to cleaning "Off-Road Equipment". For purposes of this provision, "Off-Road Equipment" includes all logging and construction machinery, except for log trucks, chip vans, service vehicles, water trucks, pickup trucks, cars, and similar vehicles. The Purchaser shall not move any Off-Road Equipment onto the Vilas County Forest or into any timber sale area without having cleaned such equipment of seeds, soil, vegetative matter, and other debris that could contain or hold seeds or plant material of invasive species as identified and defined by the Wisconsin DNR in **Ch. NR 40**.
55. Prior to moving any Off-Road Equipment subject to the cleaning requirements set forth above, the Purchaser shall advise the committee's designated representative of its cleaning measures or provide a letter from an independent resource professional stating that equipment was inspected prior to moving to its current location and that there are no known invasive species at that site. Purchaser shall give at minimum 24 hours notice to the committee's designated representative requesting an equipment inspection and make the equipment available for inspection at the Vilas County Forestry Department located at 2112 N. Railroad Street, Eagle River, WI or an agreeable alternate location. After satisfactory inspection, Purchaser may move the equipment as planned. Equipment shall

be considered clean when a visual inspection does not disclose seeds, soil, vegetative matter, and other debris that could contain or hold seeds or plant material. Purchaser shall not be required to disassemble equipment unless so directed by the committee's designated representative after inspection.

### **Heterobasidion Root Disease (HRD) (Heterobasidion irregulare) Prevention Treatment**

56. In the event that there is a discovery of Heterobasidion Root Disease (Heterobasidion irregulare) in Vilas County or an adjacent county during the contract period, the Purchaser shall be required to implement the following prevention methods for stands that include the harvesting of conifers (excluding spruce and tamarack). Treatment of non-merchantable balsam fir will be exempt from HRD prevention treatment in stands where the management goal is for tree species other than conifers.
57. The Purchaser shall enter this harvest with equipment clean of soil from the previous harvest. In addition to items 51 and 52 under **Equipment Cleaning**, if previous job(s) included entering stands with confirmation of Heterobasidion Root Disease, Purchaser must clean logging equipment (tires, cutting head, etc) with pressured water prior to entering this harvest.

### **58. If Heterobasidion Root Disease (HRD) does Not exist in the stand:**

Harvesting may proceed without treating stumps during the period of December 15 to March 1 if the average daily temperatures for the 2 weeks prior are below 32°F and remain so for the duration of the cutting period.

**OR**

If the Purchaser conducts harvesting outside the above period, the Purchaser shall apply an approved fungicide to all fresh cut stumps and horizontal wound surfaces of all conifers except spruce and tamarack as follows:

- a. Pesticide Applicators must be certified/licensed by DATCP for this treatment and shall comply with all applicable federal and state laws and regulations concerning the application of pesticides. Applicators shall submit evidence of all licenses, certifications, and other credentials required by federal and state laws and regulations to the Department prior to beginning work. In the event Applicators becomes noncompliant with such laws and regulations at any time during their performance under this contract, they shall immediately cease work under this contract and notify the Vilas County Forestry Department.
- b. The Applicator shall treat all conifer stumps (excluding spruce and tamarack) by the end of the each cutting day.
- c. All conifer stumps (excluding spruce and tamarack) shall be clear of logging slash to allow for the application and inspection of the approved fungicide.
- d. Applicator shall apply fungicides according to product label directions.

- e. If 'Cellu-Treat' is used, the applicator must add a marker dye to the solution to monitor application coverage.
- f. The Purchaser must use extra care during harvesting to minimize damage to residual trees.
- g. The Vilas County Forestry Department will provide to the Purchaser all necessary fungicide and dye.
- h. All leaks and spills of any chemicals are the responsibility of the Applicator and shall be cleaned up and disposed of in accordance with all federal, state, and local laws and regulations. Applicator shall immediately provide the Vilas County Forestry Department with notice of any leak or spill of chemicals.
- i. The Applicator shall ensure performance of all applications to be safe, competent, and environmentally sound. The Applicator shall use and maintain work procedures that will safeguard the public, Vilas County Forestry Department personnel, and Applicator's personnel and comply with all relevant federal and state laws.
- j. If Heterobasidion Root Disease is discovered prior to the completion of this sale, a harvest protocol of infected area(s) as outlined below shall be established and all harvesting equipment must be cleaned of soil prior to leaving this harvest.

**59. If Heterobasidion Root Disease (HRD) has been confirmed in the stand:**

In addition to the above requirements in item 55, the following Operational Requirements shall apply:

- a. The Purchaser will start the thinning/harvesting with healthy stands, and move to infected areas.
- b. Do not cut any dead trees. Leave dead trees infected with **HRD** standing to minimize future spore production.
- c. Leave the bottom eight feet of trees that are showing dieback and/or yellowing of the foliage (fader trees) on site to minimize the movement of fruit bodies to uninfected areas of the state.
- d. The Purchaser will clean logging equipment (tires, cutting head, etc.) with pressured water prior to entering a new uninfected stand.

Dated this \_\_\_\_ day of \_\_\_\_\_.

This contract entered into by and between VILAS COUNTY FORESTRY, RECREATION, & LAND DEPARTMENT

\_\_\_\_\_  
Steven Doyen, Chairperson of Vilas County Forestry, Recreation, and Land Committee

\_\_\_\_\_  
Purchaser –